



Request for Qualifications No. APT0802 Master Developer – Chino Airport

**County of San Bernardino
Department of Airports
777 East Rialto Avenue
San Bernardino, CA 92415-0831
July 23, 2009**



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I. INTRODUCTION

A. Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit responses from qualified vendors interested in participating in a future Request for Proposals (RFP) to develop aeronautical related improvements, in phases, on COUNTY owned property at the Chino Airport (Project). Responses are requested from qualified firms interested in installing the necessary infrastructure (roadways, utilities, detention basin(s), fire suppression, taxiway(s), and other infrastructure) in exchange for development and/or operating/management rights for an appropriate portion of the resulting improved property. All costs associated with the planning, development, construction and management, including operation and maintenance of the necessary infrastructure will be borne by vendor. **THIS IS NOT AN INVITATION FOR BIDS.**

It is the intent of the COUNTY to select no more than three (3) qualified vendors as part of this RFQ process. All of the pre-qualified vendors selected through this RFQ process will then be invited to participate in a more specific RFP process. At the conclusion of the RFP process, it is the intent of the COUNTY to select the most qualified firm(s) and enter into negotiations with that firm(s) on an actual development agreement.

Once the RFP process has been completed, a specific development project and subsequent lease with the COUNTY would be negotiated, subject to approval by the Board of Supervisors. This development project/lease agreement would identify the location of the project, size and type of facility to be developed, scope of work, etc. The development project/lease agreement would also identify the lease/rental payment(s) due to the COUNTY as well as other terms and conditions.

B. Minimum Vendor Requirements

All vendors must:

1. Have a minimum of ten (10) years of experience in all aspects of this solicitation, including but not limited to: site selection, financing, design, development and operation of large scale development projects. **NOTE:** Experience required in this area shall not be limited to the history of the firm(s) proposing in response to this RFQ. Individual experience history for principals composing the firm(s) can be used to meet this requirement.
2. A satisfactory record of performance for projects similar in concept and function. The firm or individual shall provide a detailed description of three (3) projects during the previous ten (10) years in which it has been engaged involving the activities described above.
3. The professional and management expertise to perform the objectives of the project, including but not limited to, design, financing, construction and management of the proposed infrastructure and facilities. The firm(s) or individual(s) shall provide a detailed description of the experience and qualifications of key management personnel responsible for the completion and operation of the Project and amount of time to be dedicated toward the Project by such key management personnel.

4. The financial ability and resources to successfully implement and complete the proposal submitted. The firm(s) or individual(s) shall demonstrate financial capacity and resources to successfully perform the requirements of the proposal.
5. Provide references of three (3) agencies, one of which must be a government agency, with which Vendor has had an agreement with for similar type of services. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on Attachment F – References and submitted with your response to this RFQ.
6. Prepare and submit Attachment G – Qualifications Questionnaire.
7. Prepare and submit a response to this RFQ in the manner as stated in Section VI.
8. Have no outstanding or pending complaints as determined through the Office of Consumer Affairs.
9. Meet other presentation and participation requirements listed in this RFQ.

C. Mandatory Pre-Response Conference

There will be a Mandatory Pre-Response Conference and site tour at **10:00 a.m. (local time) on August 13, 2009** at the Administrative Offices of the Chino Airport, 7000 Merrill Avenue, Box 1, Chino, CA 91710. The COUNTY may issue an addendum to the RFQ after the pre-response conference if the COUNTY considers that additional clarifications are needed. Addendums will be posted to the COUNTY'S website at www.sbcounty.gov/rfq/rfqlist.htm.

The purpose of this conference is to clarify the contents of this solicitation in order to prevent any misunderstanding of the COUNTY's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the COUNTY at this conference and/or submitted to the COUNTY in writing as outlined in this solicitation. The COUNTY will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation.

Failure to attend this Mandatory Pre-Response Conference will not allow your firm(s) to participate further in the RFQ process. Responses from firm(s) that fail to attend the Mandatory Pre-Response Conference will not be considered.

D. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before Thursday, **September 17, 2009, 4:00 p.m. local time** and directed to the individual listed below. All questions relating to interpretation of this solicitation must be in writing and responses will be in the form of addenda to the solicitation which will be posted on the COUNTY's website. Any contact with COUNTY staff other than the individual identified may result in disqualification from the RFQ process.

E. Correspondence

All correspondence, including responses, is to be submitted to:

County of San Bernardino Purchasing Department
ATTN: Betty Alexander – RFQ No. APT0802
777 East Rialto Avenue
San Bernardino, CA 92415-0760
Fax Number: (909) 387-2666
Email: balexander@pur.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Responses will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFQ has been issued, vendors are specifically directed not to contact COUNTY personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the vendor. All questions regarding this RFQ can be presented in writing as indicated in Section I, Paragraph E.

G. RFQ Submission Deadline

All responses to this RFQ must be received at the address listed in Section I, Paragraph E, above, no later than Thursday, **October 1, 2009 at 4:00 p.m. local time.** Facsimile or electronically transmitted responses will not be accepted in lieu of actual receipt. Responses received after the deadline will be marked "LATE" and will receive no consideration.

II. RFQ TIMELINE

Release of RFQ	July 23, 2009
Mandatory Pre-Response Conference	10:00 AM (PST); August 13, 2009
Deadline for Submission of Questions	4:00 PM (PST) September 17, 2009
Deadline for Submission of Responses to RFQ	4:00 PM (PST) October 1, 2009
Interview Shortlist (if necessary)	October 2009
Board Approval	December 2009

NOTE: All dates listed above are subject to change.

III. RFQ CONDITIONS

A. Contingencies

This Request for Qualifications (RFQ) does not commit the County of San Bernardino to continue with an RFP process or to ultimately award a contract. The COUNTY reserves the right to accept or reject any or all responses to the RFQ if the COUNTY determines it is in the best interest of the COUNTY to do so. The COUNTY will notify all Vendors in writing, if

the COUNTY rejects all responses. The COUNTY also reserves the right to terminate this RFQ process at any time.

B. Acceptance or Rejection of RFP Proposals

With respect to any future RFP process, RFP proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. The COUNTY reserves the right to reject any or all proposals.

The COUNTY realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the COUNTY. While expense to the COUNTY may not be the primary factor in the evaluation process, it is an important factor.

Submission of additional terms, conditions, and/or agreements with the RFP proposal may result in a response rejection.

C. Modifications

The COUNTY reserves the right to issue addenda or amendments to this RFQ if the COUNTY considers that additional clarifications are needed. Addenda and/or amendments will be posted to the COUNTY's website.

D. Response Submission

To be considered, all responses to this RFQ must be submitted in the manner set forth in this RFQ. It is the Vendor's responsibility to ensure that its response to this RFQ arrives on or before the specified time.

E. Incurred Costs

The COUNTY is not obligated to pay any costs incurred by Vendors in the preparation of a response to this RFQ. Vendors agree that all costs incurred in developing a response to this RFQ are the Vendor's responsibility.

F. Negotiations

The COUNTY may require the potential Vendor(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

G. Formal Agreement

Vendor will be required to enter into a formal agreement with the COUNTY after an RFP process. This RFQ sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFQ, Vendor will be deemed to have agreed to each clause unless the response identifies an objection and COUNTY agrees to a change of language in writing.

H. Confidential Information

All information submitted in the response to the RFQ is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 and following. Responses may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

I. Public Record

As provided in Paragraph H of this Section, all responses submitted in response to this request shall become the property of the County of San Bernardino and shall become a matter of public record available for review subsequent to the award notification.

J. Independent Contractor

All parties hereto in the performance of the pending contract will be acting in independent capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

K. Final Authority

The final authority to determine the qualified vendors that will participate in a future RFP (as a result of this RFQ process) rests solely with the County of San Bernardino Board of Supervisors.

L. Award of Agreement

Notwithstanding any other provisions of this RFQ, the COUNTY reserves the right to:

1. Waive any immaterial defect or informality;
2. Reject any or all responses, or portions thereof; or,
3. Reissue the RFQ;

At the conclusion of the RFQ and future RFP process, it is the intent of the COUNTY to award an agreement to the firm that can provide all of the services identified in the solicitation document. However, the COUNTY reserves the right to award an agreement to multiple responders or to a single responder, or to make no award, whichever is in the best interest of the COUNTY. As described in Section I.A., the COUNTY does not intend to award a contract until after the conclusion of the RFP process following this RFQ.

IV. SCOPE OF WORK

A. BACKGROUND

1. The COUNTY is searching for a financially sound development partner(s) to participate in a development plan, attract end users and install the necessary infrastructure for portions of the Chino Airport (CNO) in exchange for negotiated development and/or operating/management rights. During the future RFP process, the COUNTY is interested in receiving responses to this solicitation without preconceived ideas, although some specific parameters have been established to aid in the evaluation process. Also in the RFP process, the COUNTY will be open to receiving conceptual plans based on Vendor's experience and view of current and future market demands.
2. To meet this goal requires a unique and cooperative public-private approach. While the COUNTY has a significant amount of aviation and industrial land to develop, the COUNTY is not in a position to finance the infrastructure needed for its development. The COUNTY is seeking investment from the development community with the following general goals:
 - a) Ensure that Chino Airport is positioned to attract and accommodate aeronautical and industrial related development;
 - b) Encourage private investments at the Airport, thereby reducing the burden on the taxpayer;
 - c) Provide facilities at competitive rates;
 - d) Generate a fair return on investment for the COUNTY and its private development partners.
3. In order to improve the financial base of the County of San Bernardino and specifically the Chino Airport, as well as support the increasing demand for general aviation services in the region, the COUNTY has highlighted the development of CNO. Development could include aviation museums, aircraft maintenance facilities, aircraft hangars or other aeronautical related developments, consistent with the approved Airport Master Plan.
4. The COUNTY reserves the right to utilize the services of the selected firm(s) for additional development at the Chino Airport outside of the areas listed above.

However, the COUNTY shall not be obligated to enter into agreements for these other areas and reserves the right to accept and/or otherwise discuss development proposals received from firm(s) other than those selected as a result of this solicitation.

5. The Chino Airport is situated within the City of Chino, adjacent to the cities of Chino Hills and Ontario and serves as an essential facility in the continuing economic growth of the area. Enhancing the economic engine of the area by creating new aeronautical and industrial related employment opportunities.
6. This RFQ outlines the selection and evaluation process to select a firm(s) or individual(s) that is/are capable of meeting the requirements of this solicitation process. The firm(s) or individual(s) responding to this solicitation will be evaluated based on their experience in providing a full array of airport development services, including, but not limited to, planning, design, construction and financing of aeronautical facilities such as a Fixed Base Operator (FBO).
7. In accordance with FAA criteria regarding aviation land uses, the development area must focus on aeronautical related uses. See Attachment A for additional information.
8. The most recent Airport Master Plan for CNO was adopted by the Board of Supervisors in 2006 and is available for viewing via the Internet at <http://www.sbcounty.gov/Airports/>.
9. All such improvements will need to be completed as soon as feasible. If the improvements are proposed to be made in phases, the phases and associated milestones will need to be clearly outlined.
10. The COUNTY desires to retain leasing authority over the resulting aeronautical parcels (those with taxiway access), as well as any applicable sub-leases. It shall be the role of the Master Developer, subject to approval of the COUNTY, to identify applicable end-users (sub-leases) for the facility, which would enter into a sub-lease agreement with the prime lease holder. All sub-leases are subject to approval of the COUNTY.
11. If in the course of this RFQ/solicitation process, a future RFP/solicitation process or in the administration of a resulting agreement, the COUNTY determines that the responding firm(s) has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the responding firm(s) may be terminated from the RFQ and/or RFP process or in the event an agreement has been awarded, the agreement may be immediately terminated and the COUNTY shall be entitled to pursue any available legal remedies.

B. VENDOR RESPONSIBILITIES

1. Vendor, before submitting a response, shall familiarize itself with the Scope of Work, laws, regulations, terms and conditions, and other factors affecting the performance of this solicitation. It shall carefully correlate its observations with requirements of the agreement and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a response

will constitute a representation of compliance by the responder. There will be no subsequent financial adjustment, other than that provided by the agreement, for lack of such familiarization.

2. Vendor is required to provide labor, supplies, and equipment. All personnel must be adequately qualified, trained and supervised.
3. Vendor is required to work closely with assigned COUNTY personnel to ensure that the agreed services are performed.
4. Vendor is required to maintain adequate files and records and meet statistical reporting requirements.
5. Vendor is required to have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
6. Vendor is required to fulfill the standard contract requirements, including indemnification and insurance, as required by the COUNTY.

C. DEFINITIONS

1. Authority Having Jurisdiction (AHJ) – in regards to the approval of the specific development plans and construction documents, as approved by the COUNTY, the City of Chino reviews and approves the approved plans for conformance with local planning and/or building/life safety codes, such as, zoning, occupancy, construction type, fire protection, parking requirements, etc. The City ultimately is the issuing agency for a construction building permit and performs inspections in accordance with City requirements.
2. CALTRANS – refers to the State of California, Department of Transportation, Aeronautics Division. CALTRANS provides regulatory oversight, policy guidance and funding for operating, maintaining and improving airports within the State of California.
3. City of Chino – the City of Chino, California is a community of 67,128 residents.¹ The City is the Authority Having Jurisdiction (AHJ) and additional information on the City of Chino is available via the Internet at www.cityofchino.org.
4. CNO – refers to the Chino Airport, which is owned and operated by the County of San Bernardino, Department of Airports. The airport consists of approximately 1,000 acres and is home to approximately 600 based aircraft. The airport is one of the most active and largest in Southern California and serves as a reliever to Santa Ana – John Wayne Airport (SNA), which is located approximately 30 miles west of CNO and Los Angeles/Ontario International Airport (ONT) which is located approximately 10 miles northeast of CNO. The airport is listed in the National Plan of Integrated Airports (NPIAS).
5. FAA – refers to the Federal Aviation Administration.

¹ 2000 United States Census, www.cityofchino.org

6. Owner - refers to the County of San Bernardino, Department of Airports, The Chino Airport (CNO) is one of six (6) airports owned and/or operated by the County of San Bernardino.

D. AIRPORT INFORMATION

1. The Chino Airport (CNO) is owned by the County of San Bernardino and operated and managed by the Department of Airports. CNO consists of approximately 1,000 acres and is home to approximately 600 based aircraft. The Airport is one of the most active in Southern California and is listed as a reliever airport for John Wayne/Orange County (SNA) and is listed in the National Plan of Integrated Airports (NPIAS).
2. The Airport has an elevation of 650 feet Mean Sea Level (MSL) and three (3) paved runways and a system of taxiways. Runway 8R-26L is 7,000 feet in length and 150 feet in width and is capable of accommodating aircraft up to 215,000 pounds. Runway 8L-26R is 4,858 feet in length and 150 feet in width. This runway is equipped with an Instrument Landing System (ILS) on 26R. Runway 03-21 is 4,919 in length and 150 feet in width and can accommodate aircraft up to 130,000 pounds.
3. The Airport Layout Plan (ALP) for the Airport is shown on Attachment C.
4. Operational information for the Airport is shown on Attachment D.
5. Fuel flowage information for the Airport is shown on Attachment E.
6. The Federal Aviation Administration ("FAA") specifies imaginary surfaces in FAA Part 77 of Title 14 of the Code of Federal Regulations (CFR). Additional restrictions may be imposed by the FAA and should be verified with the FAA by the responding firm(s) prior to submission.
7. The Building Restriction Line ("BRL") on the Airport Layout Plan ("ALP") identifies suitable building area locations.
8. Zoning, General Plan and Permitted Uses: The General Plan for the City of Chino identifies the Chino Airport (CNO) as a Transitional Area which has been zoned as an Airport Development Zone. Additional information is available from the City of Chino at <http://www.cityofchino.org/depts/cd/planning/default.asp>.
9. Lessee shall be required to comply with noise abatement and mitigation programs required by the FAA and all other regulating agencies.
10. The selected responding firm(s) shall install any and all required utility service connections, laterals, and distribution lines, as well as individual meters for all utilities and additional services required at the responding firm(s) expense. The responding firm(s) shall be solely responsible for all costs associated therewith.
11. The scope of work for negotiated development parcels shall identify the necessary infrastructure improvements and the responsible party.

12. Easement maps are available from the City of Chino and/or the COUNTY showing potential utility infrastructure within and adjacent to the proposed sites. Vendors should investigate, at their own cost, these and other utility maps and records regarding abandoned and active utility lines in the vicinity of the site.
13. Aviation and Noise Easements: Some properties in the vicinity of CNO are subject to easements conferring the right of flight for the passage of aircraft in the air space above the surface of CNO, including the site. Vendors should investigate, at their own cost, these easements and the rights they confer, if any.
14. Any construction or installation upon the site, including, but not limited to, buildings, canopies, landscape, hardscape, utilities and graphics shall require submittal of plans and specifications and prior written approval of AIRPORTS, as well as other COUNTY agencies, as required. The AHJ is the City of Chino. All facilities shall be constructed in accordance with all established COUNTY policies and applicable regulations of the City of Chino and other agencies having jurisdiction. Any element constructed without pre-approval is subject to removal at the responding firm(s) expense.
15. Storm Water Pollution Prevention Program ("SWPPP"): CNO is considered a single transportation facility under the 1972 Federal Clean Water Act. The Act dictates that each leasehold on airport property that engages in industrial activities is required to be permitted under the industrial National Pollutant Discharge Elimination System ("NPDES") program. The COUNTY is the principal permittee with airport tenants who conduct industrial activities included as co-permittees. As such, each tenant will be required to comply with the provisions of the permit.
16. Each Vendor is responsible for verifying all information provided through this RFQ process prior to submission.

E. ENVIRONMENTAL REVIEW

All responding firm(s) are hereby advised that some form of environmental review process may be required, depending on the proposed development(s). The responding firm(s) or individual(s) will be responsible for the preparation of required environmental review documents and understands that the COUNTY retains the right to review, edit and approve any environmental documents. All costs associated with the proposal and any environmental compliance necessary prior to commencement, during, or at the termination of the development process and/or proposed agreement shall be the responsibility of the responding firm(s), including any and all litigation costs.

V. CONTRACT REQUIREMENTS

Any contract resulting from this RFQ and future RFP process will include, but will not be limited to, the following contractual requirements:

A. GENERAL

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The COUNTY shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

3. Representation of the COUNTY

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written notification and acceptance of the COUNTY. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

VENDOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

7. Agreement Assignability

Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.

8. Agreement Amendments

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of the VENDOR and the COUNTY.

9. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V.B.1 - INDEMNIFICATION.

10. Venue

The venue of any action or claim brought by any party to this Agreement will be the San Bernardino County Superior Court, San Bernardino Courthouse. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the San Bernardino County Superior Court, San Bernardino Courthouse.

11. Electronic Fund Transfer Program

Vendor shall accept any payment due from the COUNTY via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

12. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

Vendor shall also be capable of employing and/or providing Architect(s) and/or Engineer(s) registered in the State of California.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the

Vendor shall notify the COUNTY within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

15. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an agreement has been awarded.

Vendor shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, county Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

17. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the COUNTY determines that VENDOR has made a material misstatement, misrepresentation, or omission that materially

inaccurate information has been provided to the COUNTY during the RFQ process, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

18. Recycled Paper Products

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, electronic files, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the COUNTY upon payment for product/services. All such items shall be delivered to the COUNTY at the completion of work under this Contract. Unless otherwise directed by the COUNTY, Vendor may retain copies of such items.

20. Ownership of Work Product

All deliverables required by the COUNTY and all tangible and intangible property and work products which are developed by the selected firm(s), herein (the "Work Product"), including, without limitation all design, graphics, images, material products, layouts, copywriting, prototypes, documentation, scale models, artwork, literature, methods, strategies, processes and photographs, all electronic files in their original file structure format shall be considered "works made for hire" and turned over to the COUNTY upon request.

21. Display of Work Product

The selected firm shall be allowed to retain copies of any Work Product for the purpose of displaying examples of their services to third parties, without written approval from COUNTY. The display of these "work products" shall conform to all levels of confidentiality and the highest standards of professional ethics.

22. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this agreement or Vendor's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

23. Damage to COUNTY Property, Facilities, Buildings, or Grounds

The VENDOR shall repair, or cause to be repaired, at its own cost, all damage to COUNTY vehicles, facilities, buildings or grounds caused by the willful or negligent acts of VENDOR or employees or agents of the VENDOR. Such

repairs shall be made immediately after VENDOR becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the VENDOR fails to make timely repairs, the COUNTY may make any necessary repairs. The VENDOR, as determined by the COUNTY, shall repay all costs incurred by the COUNTY for such repairs, by cash payment upon demand or COUNTY may deduct such costs from any amounts due to the VENDOR from the COUNTY.

24. Air, Water Pollution Control, Safety and Health

VENDOR shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

25. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the VENDOR agrees that the VENDOR and the VENDOR'S employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

- a) Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c) Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a VENDOR or VENDOR'S employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The VENDOR shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY'S objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

The COUNTY may terminate for default or breach of this agreement and any other agreement the VENDOR has with the COUNTY, if the VENDOR or VENDOR'S employees are determined by the COUNTY not to be in compliance with above.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Disclosure of Criminal and Civil Proceedings

The COUNTY reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

28. Discrimination

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Solicitation and/or the pending Contract.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever,

including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the COUNTY.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the COUNTY Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the Contractor or COUNTY payments to the Contractor will be reduced to pay for COUNTY purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the COUNTY.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the COUNTY that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the COUNTY’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations).
- d) Explosion, collapse and underground hazards.
- e) Personal injury.
- f) Contractual liability.
- g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

Construction contracts for projects over one million (\$1,000,000) and less than three million (\$3,000,000) require limits of not less than three million (\$3,000,000) in General Liability and Auto Liability coverage.

Construction contracts for projects over three million (\$3,000,000) and less than five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in General Liability and Auto Liability coverage.

Construction contracts for projects over five million (\$5,000,000) require limits of not less than ten million (\$10,000,000) in General Liability and Auto Liability.

Continuing Products/Completed Operations Liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000).

Course of Construction/ Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

Construction Liability Insurance - The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications described herein (including waiver of subrogation rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

C. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation, in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

VI. RFQ RESPONSE SUBMISSION

A. GENERAL

1. All interested and qualified Vendors are invited to submit a response for consideration. Submission of a response indicates that the Vendor has read and understands the entire RFQ, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.
2. Responses must be submitted in the format described within this RFQ. Responses are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements and on completeness and clarity of content.
3. Responses must be completed in all respects as required in this Section. A response may not be considered if it is conditional or incomplete.
4. All information submitted in the response to this RFQ is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 and following. Responses may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the

Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

5. Late responses shall not be considered.
6. At any time prior to the "Response Due Date" as stated within this RFQ, an authorized representative of Vendor may withdraw their response to this RFQ by notifying the designated contact for this solicitation *in writing*. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

B. RESPONSE PRESENTATION

1. All responses to this RFQ must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. The response shall be no more than 20 double-sided sheets and all pages shall be three-hole punched. Typeface must be no more than 11 characters per inch. Responses shall not be stapled or permanently bound; rather binder clips shall be used to assemble sheets. Firms may choose to use cover and/or dividers; however, the maximum number of 20 sheets shall not be exceeded. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and six (6) copies, total of seven (7), of the complete response to this RFQ must be received by the deadline for receipt of responses specified in Section II. (RFQ Timeline). The original and all copies must be in a sealed envelope or container marked "Master Developer – Chino Airport for County of San Bernardino – RFQ APT0802", stating on the outside: Vendor Name, Address, Telephone Number, and Response due date. Originals of the response shall be clearly labeled "Original".
3. Responses received without the required number of copies may be deemed non-responsive and may not receive further consideration.
4. Hand carried responses to this RFQ may be delivered to the address identified in Section I, Paragraph E., between the hours of 8:00 a.m. and 4:00 p.m., Mondays through Friday, excluding holidays observed by the COUNTY. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.
5. The COUNTY reserves the right to reject any and all responses or portions of a response or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. RESPONSE FORMAT

Each firm is requested to supply information in the format below which will aid the selection committee in the evaluation process including, but not limited to:

1. Cover Letter – A cover letter on the proposing Vendor's/firm's letterhead. An authorized representative of the submitting firm must sign the cover letter. The cover letter must include a statement that the firm(s) has read and understands the RFQ and all of the Contract Requirements stated in the RFQ, including the indemnification and insurance requirements, and takes no exceptions to the requirements and would execute an agreement without modification to these Contract Requirements.
2. General Firm Information
 - a) Identify the current legal name of firm (Prime Firm) along with the number of years operating under this name. If less than five (5) years, list all other legal names under which the firm operated within the past 5 years.
 - b) Identify the current legal name of the firm that will be primarily responsible for providing development services during the term of the proposed agreement along with the number of years it has operated under this name. If less than five (5) years, list all other legal names under which the firm operated within the past 10 years. If this firm will be the same as the Prime Firm, so state.
 - c) Identify the location of the office from which the majority of the development work will be performed.
 - d) Identify by name and title, the individual(s) who will serve as the primary and secondary representatives of your firm during the proposed agreement.
 - e) Provide each of the work titles that make up the staff of that office. Along with the list of titles, provide the total numbers of staff in that office carrying each title.
 - f) If utilizing sub-contractors for the provision of any services, identify the location of the office from which the production work will be performed.
 - g) Vendors shall address the following information about the firm(s)/individual(s) and any associates and employees involved in or relevant to the response, as set forth below. Should Vendor determine a need to limit the disclosure of any such information, the proposal shall so indicate with an explanation of the limitation. However, Vendor may be required to submit such required information before further consideration.
 - h) The name, address, telephone and facsimile numbers and e-mail addresses of the firm(s)/individual(s) submitting the response, with a description of the legal entity and date and place of its organization, and the date (if applicable) when it became or will become authorized to do business in the State of California.
 - i) The name, address, telephone number, type of legal entity, and date and place of organization of any company controlling, controlled by, or under common control with the firm(s)/individual(s), and any joint ventures, partnerships or similar entities in which the firm or key Individuals have participated during the past five (5) years.
 - j) Firm(s)/individual(s) organization chart indicating key personnel, responsibilities and relationships within the organization.

- k) The names, addresses, telephone numbers and resumes for the project manager and other identified key management personnel responsible for the completion and operation of the project.
 - l) The names, addresses, telephone numbers and resumes of all corporate officers, shareholders of the firm(s)/individual(s) with at least a ten (10%) interest, principals, general and limited partners, and equity investors associated with the submitted response.
 - m) The name of the individual or organization that would be expected to sign an agreement with the County, along with an identification of the legal relationship between the signatory and all other parties mentioned in this Section.
- 3. Minimum Qualifications - Submit detailed responses to “Minimum Vendor Requirements” outlined in Section I, Paragraph B. of this RFQ.
- 4. Experience and Qualifications - The response to this RFQ shall indicate experience in all facets of Vendor’s submittal, including but not necessarily limited to the following information:
 - a) Describe the firm(s)/individual(s) experience in coordinating with interested stakeholders and developing like projects for large-scale public facilities. Include a description and status of prior and current projects, including location, cost, client, size, marketing information and other relevant data. Photographs and/or graphic layouts may be submitted.
 - b) Provide a statement of prior and current experience in managing all aspects of projects similar to those outlined in this RFQ, including the roles and responsibilities of individuals mentioned in the firm(s)/individual(s) identification.
 - c) Provide a list of and background information (including the information requested elsewhere in this solicitation) regarding any and all persons or firms that Vendor proposes to use for the project.
- 5. Current Workload
 - a) For each individual identified on the Organization Chart, list all current projects for which the individual is currently performing work tasks. For each project, provide the anticipated completion date.
 - b) For each individual identified on the Organization Chart, list all other projects (whether currently under contract or not) for which the individual is being proposed to perform work tasks. For each project, provide the anticipated start date.
- 6. Financial Information – Responses to this RFQ shall include the following financial information. Should Vendor determine a need to limit the disclosure of any such information, the response shall so indicate with an explanation of the limitation. However, Vendor may be required to submit such required information before further consideration.
 - a) Provide audited financial statements of Vendor, all subsidiaries and parent organization for the last three (3) years. If Vendor is a partnership, submit financial statements for each partner. Assets shall be stated at

- book value or, if stated at market, shall be supported by recent appraisals attached to the financial statements.
- b) Indicate if any participants in the response have been involved in bankruptcy or insolvency proceedings. If yes, state date, court, docket number, name, address and telephone number of creditors, amount of liabilities and assets.
 - c) Provide annual reports, financial rating reports and other supportive information indicating the financial condition of Vendor(s).
 - d) Indicate if any surety or bonding company has ever been required to perform upon Vendor's default. Name the surety or bonding company, date, amount of bond, and the circumstances surrounding any such default.
 - e) Provide a properly certified statement by the appropriate officer or other individual attesting to the accuracy and credibility of all financial information submitted.
 - f) Describe the sources of financing and/or other outside financial support for the total project, if any.
 - g) Provide verification of financial ability to complete the proposed project, including a letter of credit from a lender, or a financing statement showing the available capital and commitment of capital to complete this facility.

7. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this Section, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Qualifications being deemed non-responsive.

8. Insurance - Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

D. SELECTION PROCESS

- 1. It is the intent of the COUNTY that through this RFQ and a future RFP process, it will award an agreement to a firm or firms that can best provide all of the services identified in the solicitation document. However, the COUNTY reserves the right to award an agreement to multiple responders or to a single responder, or to make no award, whichever is in the best interest of the COUNTY.
- 2. The COUNTY is utilizing a Qualifications Based Selection (QBS) process to select up to three (3) qualified vendors as part of this RFQ process. As provided

in Paragraph E. of this Section, responses to this RFQ will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge and experience in airport development and adherence to the guidelines as specified in this RFQ.

3. The COUNTY reserves the right to have any firm responding to this solicitation to clarify and/or supplement its response, as necessary.
4. The COUNTY reserves the right to reject any, part of or all responses and to waive any informality pertaining to any response, without the imposition of any form of liability.
5. Up to three (3) qualified vendors as determined during the submittal evaluation process will be recommended to the Board of Supervisors to participate in the future RFP. Up to three (3) qualified vendors will be allowed to participate in the future RFP process.
6. The COUNTY reserves the right to select a firm(s) based on the submittals only and not to proceed with an interview process. An interview invitation letter will provide notice prior to any scheduled interview. The interview letter will also provide the evaluation criteria to be used, as well as the required team members to be present. Each interviewed firm will be ranked in order of preference based on the interview process.

E. EVALUATION OF RESPONSES

1. The COUNTY will manage the selection and evaluation process and may utilize the services of private consultants, community representatives and other resources to evaluate the responses to this RFQ as it may serve the best interests of the COUNTY. The COUNTY reserves the right to reject all responses received, accept multiple responses and/or ask for clarification on a response as it may best serve the interests of the COUNTY. The COUNTY reserves the right to enter into discussions with Vendors to clarify any questions that may arise during the review process or to obtain greater detail on any aspect of the response.
2. Details of the submitted responses will not be discussed with other Vendors during the selection process. Vendors should be aware, however, that all responses and information submitted therewith to the County are subject to the California Public Records Act.
3. A submittal will not be evaluated unless it demonstrates that it meets the minimum qualifications as outlined in this RFQ.
4. Once determined to meet the minimum qualifications, the submittal will be evaluated in accordance with the criteria outlined below. The submittal will be evaluated for specificity, completeness, the qualifications of personnel, demonstrated knowledge and experience in development of similar projects and adherence to the guidelines as specified herein.
5. Each RFQ will be evaluated according to the following:

- a) General Firm Information, ability to complete the requirements of this solicitation
 - b) Team Organization and Experience
 - c) Capabilities
 - d) Familiarity with Airport Development
 - e) Familiarity with local conditions; personnel structure (time with organization, turnover, etc.), personnel assigned to and their knowledge of the County of San Bernardino
 - f) Responsiveness/adherence to the solicitation
6. At the conclusion of the submittal and selection process, those firms which meet the requirements as contained in this solicitation may be invited to participate in an interview selection process with the selection committee.
 7. The COUNTY reserves the right to select a firm(s) based on the submittals only and not to proceed with an interview process. An interview invitation letter will provide notice prior to any scheduled interview. The interview letter will also provide the evaluation criteria to be used, as well as the required team members to be present. Each interviewed firm will be ranked in order of preference based on the interview process.
 8. The Board of Supervisors shall approve the Vendors that will participate in a more specific RFP process.

F. KEY PERSONNEL

1. It is essential that Vendor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under an agreement. Vendor must agree to assign specific individuals to the key positions.
2. Vendor agrees that, once assigned to work, key personnel shall not be removed or replaced without written notice to the COUNTY.
3. If key personnel are not available for work under an agreement for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, Vendor shall immediately notify the COUNTY, and shall, subject to the concurrence of the COUNTY, replace such personnel with personnel of substantially equal ability and qualifications. The COUNTY may terminate any agreement with Vendor if the proposed substitute personnel are not satisfactory to the COUNTY.

G. DISPUTES RELATING TO RFQ PROCESS

In the event a dispute arises concerning the RFQ process, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended finding of the three (3) most qualified firms, provided the following stipulations are met:

1. Appeal must be in writing.

2. Must be submitted within ten (10) calendar days of the date of the letter advising Vendor that Vendor is not one of the three vendors chosen to participate in the RFP process.

An appeal can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Interim Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The COUNTY will only consider those specific issues addressed in the written appeal. The Interim Director or designee shall consider the request and respond in writing with the decision and basis thereof. The Interim Director's determination of all factual issues shall be final.

10/2/89

Order 5190.6A
Appendix 5

APPENDIX 5—DEFINITIONS

a. Aeronautical Activity – any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. For example:

(1) The following are aeronautical activities:

- (a) Air taxi and charter operations.
- (b) Scheduled or nonscheduled air carrier services.
- (c) Pilot training.
- (d) Aircraft rental and sightseeing.
- (e) Aerial photography.
- (f) Crop dusting.
- (g) Aerial advertising and surveying.
- (h) Aircraft sales and service.
- (i) Aircraft storage.
- (j) Sale of aviation petroleum products.
- (k) Repair and maintenance of aircraft.
- (l) Sale of aircraft parts.
- (m) Parachute activities
- (n) Ultralight activities

(2) The following are not aeronautical activities: ground transportation (taxis, car rentals, limousines); restaurants; in-flight food catering; barber shops; and auto parking lots.

b. Airport – an area of land or water which is used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended of use, for airport buildings or other airport facilities or right-of-way, together with all airport buildings and facilities located thereon; and includes any heliport.

c. Airport Hazard – any structure or object of natural growth located on or in the vicinity of a public-use airport, or any use of land near such an airport, which obstructs the airspace required for the flight in landing or take off at such airport or is otherwise hazardous to such landing or taking off of aircraft.

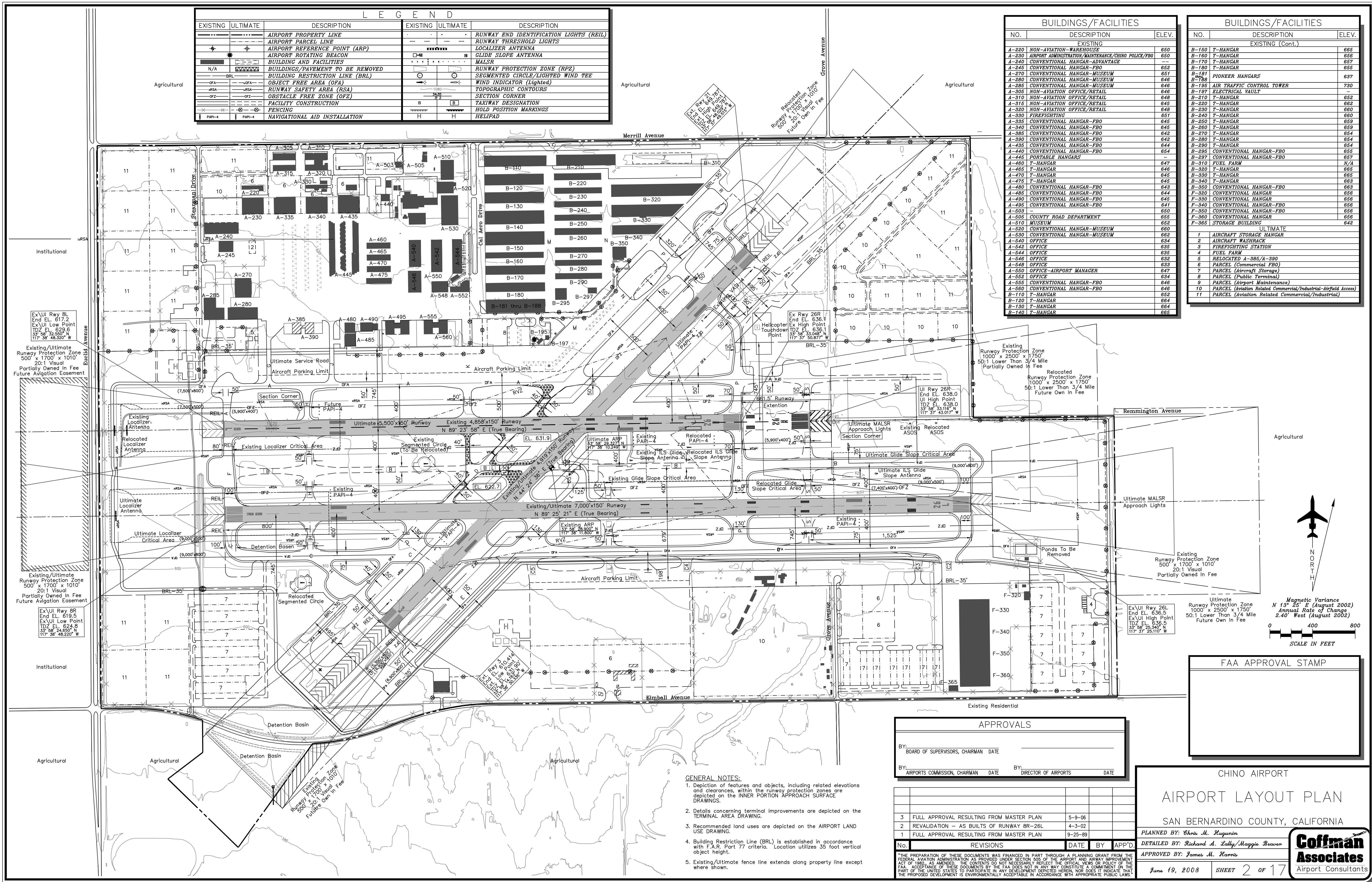
d. Airport Layout Plan (ALP) – shows the orientation and location of key facilities, such as runways and navigational aids, must be planned with consideration for approach zones, prevailing winds, airspace utilization, land contours and many other special factors. The dimensional relationships, even within the airport boundaries, between operational and support facilities and allocation of reasonable space to allow for orderly expansion of individual functions must be clearly established in advance. This is essential if such facilities are to be subsequently positioned where they can best serve their intended purposes while conforming to applicable safety and construction criteria.

e. Aviation Use of Real Property (Aeronautical Property) – all property comprising the land, airspace, improvements and facilities used or intended to be used for any operational purpose related to, in support of, or complementary to the flight of aircraft to or from the landing area. It is not confined to land areas or improvements eligible for development with Federal-aid (FAAP/ADAP/AIP) or to property acquired from Federal sources. In addition to the areas occupied by the runways, taxiways, and parking aprons, aeronautical property includes any other areas used or intended to be used for supporting services and facilities related to the operation of aircraft. It also includes property normally required by those activities which are complementary to flight activity such as convenience concessions serving the public including, but not limited to shelter, ground transportation, food and personal services.

ATTACHMENT B

The final form of agreement will include, without limitation, provisions addressing the following:

- Developer will have an obligation to install infrastructure and tenant improvements consistent with the successful developer's proposal.
- The developer is responsible, at its sole cost, to cause the installation, construction and/or extension of all public and private utility mainlines necessary to adequately serve the property.
- The developer is responsible, at its sole cost, for the installation, construction and/or extension of all public and private street improvements adjacent to, adjoining and within the boundaries of the property.
- The developer is responsible, at its sole cost, for the installation, construction and/or extension of all public and private street lighting adjacent to, adjoining and within the boundaries of the property.
- The development agreement will set forth construction milestones and other delivery dates for various components of the development agreement, including leasing and subleasing (if applicable), consistent with the successful developer's proposal.
- All applicable building and/or life/safety codes of the County of San Bernardino, the City of Chino, CALTRANS and/or the FAA will apply to the construction of the infrastructure improvements. Developer will be required to coordinate with the COUNTY in connection with the public bidding for infrastructure construction.
- Title and ownership of the infrastructure improvements will vest in the COUNTY upon completion subject to developer's non-exclusive rights to use pursuant to the lease(s). The COUNTY will reserve the right to use the infrastructure improvements notwithstanding the lease(s).
- Performance and payment bonds will be required for construction of the infrastructure and other structures and buildings on the premises. In event of default, there will be no right to reimbursement or contribution for infrastructure.
- The default provisions will coordinate with any proposed phasing, and will be limited in applicability to those phases in default. In event of default in construction and leasing obligations, developer's rights to lease and develop any undeveloped portions of the property will terminate.
- Developer shall comply with all applicable laws, ordinances, rules and regulations at the Federal, state and local level.
- Leases between the developer and the COUNTY will be in substantially the same form as the current standard form of lease.
- Insurance and indemnity obligations shall be no less than the COUNTY's standard lease requirements, as it may change from time to time.



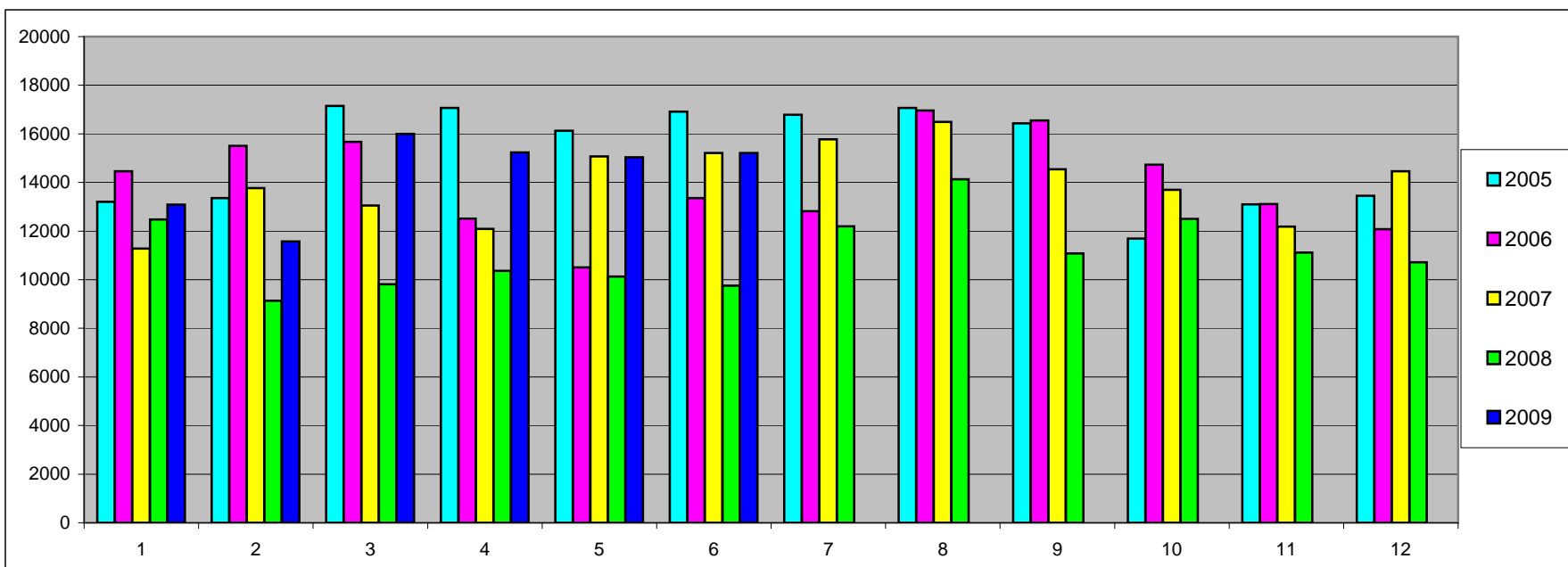
CHINO AIRPORT OPERATIONS

Month	2005	2006	2007	2008	2009
January	13203	14464	11277	12479	13081
February	13362	15510	13771	9126	11571
March	17148	15667	13054	9815	15994
April	17063	12508	12093	10360	15239
May	16123	10508	15069	10125	15033
June	16914	13360	15217	9758	15217
July	16783	12821	15778	12199	0
August	17067	16960	16492	14133	0
September	16434	16555	14540	11080	0
October	11689	14726	13701	12496	0
November	13101	13110	12180	11110	0
December	13451	12073	14457	10719	0

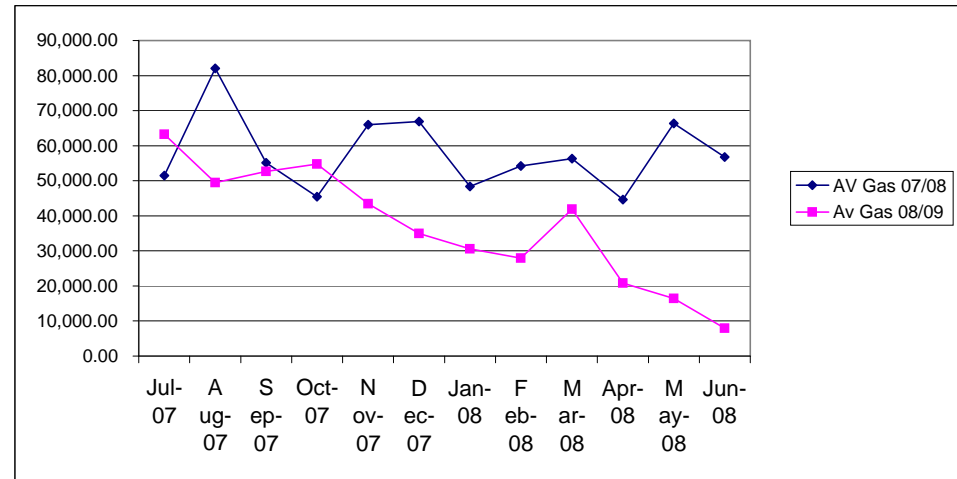
Total **182,338** **168,262** **167,629** **133,400** **86,135** **-**

Current Year Monthly Breakdown

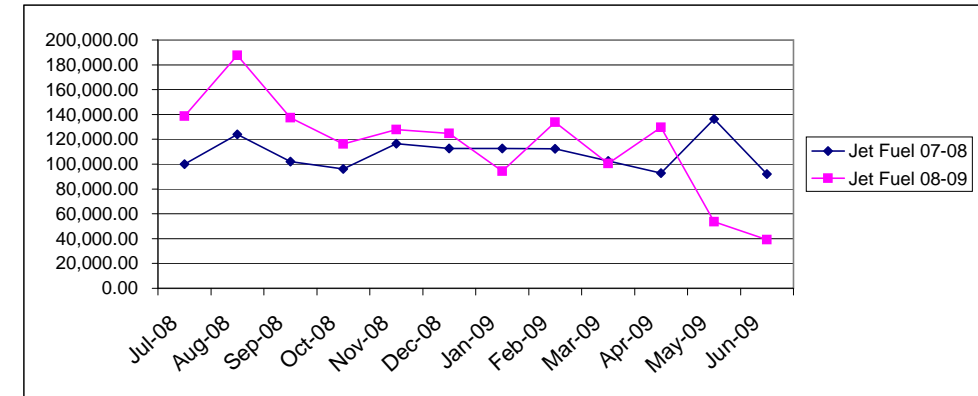
Itinerant	Local	AC	AT	GA	MI	Civil	Mil	IFR
5392	7689	15	41	5305	31	7650	39	1885
4997	6574	2	31	4960	4	6574	0	2026
5909	10085	1	31	5865	12	10008	77	2315
5400	9839	0	22	5360	18	9714	125	1990
6198	8835	1	30	6136	31	8771	64	2377
5885	9332	4	20	5839	22	9030	302	2305
0	0							
0	0							
0	0							
0	0							
0	0							
0	0							
0	0							
33,781	52,354	23	175	33465	118	51747	607	12898



FUEL FLOWAGE -CHINO ROLL-UP					
Totals for all Vendors FY 07-08					
MO/YR	100 LL Gallons	JET FUEL Gallons	AV FUEL .065/GAL	JET FUEL .065/Gal	TOTAL
Jul-07	51,512.00	100,123.00	\$3,348.28	\$6,508.00	\$9,856.28
Aug-07	82,046.00	123,967.00	\$5,332.99	\$8,057.86	\$13,390.85
Sep-07	55,128.00	102,087.00	\$3,583.32	\$6,635.66	\$10,218.98
Oct-07	45,417.00	96,212.00	\$2,952.11	\$6,253.78	\$9,205.89
Nov-07	65,953.00	116,367.00	\$4,286.95	\$7,563.86	\$11,850.80
Dec-07	66,876.00	112,698.00	\$4,346.94	\$7,325.37	\$11,672.31
Jan-08	48,339.00	112,573.00	\$3,142.04	\$7,317.25	\$10,459.28
Feb-08	54,227.22	112,464.40	\$3,524.77	\$7,310.19	\$10,834.96
Mar-08	56,353.50	102,674.14	\$3,662.98	\$6,673.82	\$10,336.80
Apr-08	44,618.00	92,882.00	\$2,900.17	\$6,037.33	\$8,937.50
May-08	66,315.16	136,288.00	\$4,310.49	\$8,858.72	\$13,169.21
Jun-08	56,747.00	92,099.00	\$3,688.56	\$5,986.44	\$9,674.99
TOTALS	693,531.88	1,300,434.54	\$ 45,079.57	\$84,528.25	\$129,607.82



FUEL FLOWAGE -CHINO ROLL-UP					
Totals for all Vendors FY 08-09					
MO/YR	100 LL Gallons	JET FUEL Gallons	AV FUEL .065/GAL	JET FUEL .065/Gal	TOTAL
Jul-08	63,219.00	138,787.00	\$4,109.24	\$9,021.16	\$13,130.39
Aug-08	49,508.28	187,532.00	\$3,218.04	\$12,189.58	\$15,407.62
Sep-08	52,699.25	137,304.00	\$3,425.45	\$8,924.76	\$12,350.21
Oct-08	54,807.91	116,250.00	\$3,562.51	\$7,556.25	\$11,118.76
Nov-08	43,449.56	127,950.00	\$2,824.22	\$8,316.75	\$11,140.97
Dec-08	34,983.90	124,640.80	\$2,273.95	\$8,101.65	\$10,375.61
Jan-09	30,572.60	94,405.00	\$1,987.22	\$6,136.33	\$8,123.54
Feb-09	27,892.40	133,686.00	\$1,813.01	\$8,689.59	\$10,502.60
Mar-09	41,878.20	100,587.00	\$2,722.08	\$6,538.16	\$9,260.24
Apr-09	20,809.00	129,537.00	\$1,352.59	\$8,419.91	\$9,772.49
May-09	16,435.00	53,604.00	\$1,068.28	\$3,484.26	\$4,552.54
Jun-09	7,952.00	39,222.00	\$516.88	\$2,549.43	\$3,066.31
TOTALS	444,207.10	1,383,504.80	\$28,873.46	\$89,927.81	\$118,801.27



ATTACHMENT F

REFERENCES

List three (3) persons or firms with whom the responding firm(s) has conducted financial transactions related to your business operations during the past three (3) years. At least two (2) of the references named are to have knowledge of the responding firm(s) debt payment history and at least one (1) must be an entity with whom the responding firm(s) has an agreement for an existing operation, if any such reference exists. Each responding firm(s) is responsible for notifying each of their respective references to advise them a representative of the COUNTY will be contacting them regarding this solicitation. Please attach additional pages if necessary.

Reference #1

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.: _____

The foregoing information is being submitted to the COUNTY as part of the Request for Qualifications for a Master Developer for the Chino Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes the COUNTY, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: _____

(Name of Vendor)

By: _____

(Principal/Owner)

Reference #2

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.: _____

The foregoing information is being submitted to the COUNTY as part of the Request for Qualifications for a Master Developer for the Chino Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes the COUNTY, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: _____

(Name of Vendor)

By: _____
(Principal/Owner)

Reference #3

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.: _____

The foregoing information is being submitted to the COUNTY as part of the Request for Qualifications for a Master Developer for the Chino Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes the COUNTY, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: _____

(Name of Vendor)

By: _____
(Principal/Owner)

ATTACHMENT G

QUALIFICATIONS QUESTIONNAIRE

All information requested in this questionnaire must be furnished by Vendor and must be submitted with the response. Statements must be complete, accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for rejection of the response. Additional sheets may be attached hereto as necessary.

PART A - GENERAL INFORMATION

- 1) Legal name of Vendor exactly as it would appear on the Lease, if selected:

- 2) Address of Vendor for purposes of notice or other communication relative to the response (i.e. Fax and e-mail)

- 3) Telephone Number of Vendor: _____

- 4) Contact Person: _____

- 5) Applicant intends to operate the proposed business as: (check one)

_____ Sole Proprietor _____ Partnership _____ Corporation
_____ Limited Liability Company _____ Joint Venture
Other _____

- 6) List all DBA's used: _____

- 7) Is your company or any of its participants involved in any litigation? Yes___ No ___ Are there any existing liens or claims against your company or any of its participants? Yes___ No___

If yes to either question, please attach detailed information regarding any litigation and liens, as well as pending financial and legal liabilities.

- 8) Complete one or more of the following five forms: either A, B, C, D, or E, depending upon the organization of the Vendor's firm.

9) **SOLE PROPRIETORSHIP STATEMENT** - If a Sole Proprietorship, furnish the following:

- a) Name in Full: _____
- b) Residence Address: _____

- c) Business Address: _____

- d) Birth Date: _____
- e) Place of Birth: _____
- f) Driver's License Number: _____
- g) State Issuing Driver's License: _____
- h) Fictitious Business Name (dba) Certificate (if any): _____

10) **PARTNERSHIP STATEMENT** – If a Partnership, please furnish the following:

a) Name of Partnership: _____

b) Date of Organization: _____

c) Type of Partnership: (check one) _____ General Partnership

_____ Limited Partnership

_____ Limited Liability Partnership (must provide a copy of State of California LLP documents)

d) Has the Statement of Partnership or Certificate of Limited Partnership been recorded?

_____ Yes _____ No

If Yes, Date: _____

Instrument No: _____

Book: _____

Page: _____

County: _____

e) Attach and mark as “Exhibit 10-E” a complete copy of the Statement of Partnership and the Partnership Agreement.

f) For each partner, attach and mark as “Exhibit 10-F” the following information: Please provide the information listed below on all of the entities that make up the partnership. Include information on all sub-entities related to the partners. Complete appropriate forms A, B, C, D or E for the required information applicable to the type of entity involved.

i) Name

ii) Residential and business addresses

iii) Percentage of ownership

iv) Indicate if the partner is a general or limited partner.

v) Date of birth

vi) Place of birth

vii) LLP Number if Limited Liability Partnership, including all license numbers.

viii) Driver's License Number and issuing state for all partners.

ix) Corporate information (see section C) if partner is a corporation.

x) LLC information, if partner is a LLC.

11) **CORPORATION STATEMENT** - If a Corporation, furnish the following:

- a) Name of Corporation: _____
- b) Date of Incorporation: _____
- c) State of Incorporation: _____
- d) If a foreign corporation (not from California) please provide "Certificate of Qualification" number from the Secretary of State, California: No. _____
(Please enclose a copy of the California Certificate of Qualification from the California Secretary of State office with the response). Attach and mark as "Exhibit 11-D."
- e) Articles of Incorporation and all amendments thereto.
- f) The corporation is: _____ Closely Held _____ Publicly Held
- g) If publicly held corporation, how and where is the stock traded? _____

h) List the following:

- | | Authorized | Issued | Outstanding |
|----------------------------------|------------|--------|-------------|
| i) Number of voting shares: | _____ | _____ | _____ |
| ii) Number of non-voting shares: | _____ | _____ | _____ |
| iii) Number of shareholders: | _____ | _____ | _____ |
-
- | | Par | Book | Market and date of value |
|-------------------------------------|-------|-------|--------------------------|
| iv) Value per share of common stock | _____ | _____ | _____ |
-
- i) For each officer, director, and principal shareholder (any shareholder owning more than 10% of any class of stock or interest), attach and mark as "Exhibit 11-I" to the following information.
 - i) Name
 - ii) Title
 - iii) Residence
 - iv) Driver's license number and state of origination
 - v) Number of voting shares
 - vi) Number of non-voting shares
 - vii) Corporate information for that corporation, if any are a corporation
 - viii) LLC information for that LLC, if any are a LLC

12) **LIMITED LIABILITY COMPANY (LLC) STATEMENT** - If a Limited Liability Company, furnish the following:

- a) Date LLC was recorded: _____
- b) State LLC was issued in: _____
- c) If a foreign corporation (not from California) please provide "Certificate of Qualification" number from the Secretary of State, California: No. _____
(Please enclose a copy of the California Certificate of Qualification from the California Secretary of State office with the response). Attach and mark as "Exhibit 12-C."
- d) Articles of Organization or Operating Agreement, and any amendments thereto.
- e) Statement of Information (most recent).
- f) List the following:
 - i) Number of voting members: _____
 - ii) Number of non-voting members: _____
- g) For each officer, director, and principal member (any member owning more than 10% interest), attach and mark as "Exhibit 12-G," the following information:
 - i) Name
 - ii) Title
 - iii) Residence
 - iv) Driver's license number and state of origination
 - v) Percentage of ownership

13) **JOINT VENTURE STATEMENT** - If a Joint Venture, furnish the following:

a) Date of Organization: _____

b) Has the Joint Venture done business before? _____ Yes _____ No

If yes, attach and mark as "Exhibit 13-B" a description of the nature of the joint venture's prior business.

c) Attach and mark as "Exhibit 13-C" a complete copy of the Joint Venture Agreement. For each joint venture partner, attach and mark as "Exhibit 13-C-1" the following information:

- i) Names
- ii) Residence and Business Addresses
- iii) Percentages of Ownership
- iv) Birth Dates
- v) Places of Birth
- vi) Driver's License Numbers and Issuing States